THE PITTSBURGH GAZETTE.

VOL. XXI. TUESDAY, March 10, 1807. No. 1068.

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BOROUGH ACCOUNTS.

MARCH 9, 1807.

Dr. The Borough of Pittsburgh in Account with Alexander M'Laughlin, Treasurer. Cr.

	Dolls.	Cts.
To Cash paid John Scull, for printing,	16	00
Samuel M'Cord, Street Commissioner, for the year 1805,	212	93
Paul Anderson, for his services as clerk of the election,	1	50
Lazarus Stewart, for ditto,	3	00
Joseph Harris for his services ringing the Borough bell,	30	00
Ditto do. do.	30	00
Samuel M'Cullough, for boards for the market-house,	4	80
H. H. Brackenridge, his subscription for the fire engine,	20	00
James Morrison, for repairs done by him to Wood street,	65	00
John Scull, for printing,	12	00
Boyle Irwin, for repairs done by him to the market-house,	21	62
William Watson, balance due him for the public pumps,	60	44
Samuel M'Cord, street commissioner,	1000	00
Henry Haslet, town clerk,	50	00
Treasurer's salary, 2 1-2 per cent. commission,	35	34
Balance in the Treasury, including Reed & M'Nickle's note,	209	25
	$.1771	88

	Dolls.	Cts.
By balance remaining in the Treasury last year, including Reed & M'Nickle's note for $.57 34 1-4cts. received from the late Treasurer,	287	42
Cash received from Burgess, fines imposed,	2	00
Cash received from Robert Magee, clerk of the market,	55	00
James B. Clow, Collector,	1297	89
E. Denny, Auctioneer,	129	57
	$.1771	88

Dr. The Borough of Pittsburgh in Account with James B. Clow, Collector. Cr.

	Dolls.	Cts.
To Cash paid Treasurer,	1297	89
For Taxes that could not be collected,	68	11
Commission for collecting tax,	68	31
	$.1434	31

	Dolls.	Cts
By the amount of the Tax Duplicate for the year 1806,	1434	31
	$.1434	31

Dr. The Borough of Pittsburgh in Account with Samuel M'Cord and A. Kirkpatrick, Street Commissioners. Cr.

	Dolls.	Cts.
To Cash expended in repairing the streets, lanes and alleys of the Borough,	1050	51
Do. expended in making and repairing the wharf at the end of Market street,	157	00
To 129 1-2 days attendance of Samuel M'Cord, as street commissioner, at $.1 per day,	129	50
	$.1337	01

	Dolls.	Cts.
By Cash received from Treasurer,	1000	00
By cash received from individuals, and paid by them for the purpose of making and repairing the wharf at the end of Market street,	157	00
By balance due Samuel M'Cord, one of the street commmissioners,	180	01
	$.1337	01

Dr. The Borough of Pittsburgh in account with Ebenezer Denny, Auctioneer, Cr.

	Dolls.	Cts.
To Cash paid Treasurer,	129	57
	$.129	57

	Dolls.	Cts.
By the duty payable by him to the Borough on $.724 21, the amount of sales of merchandize up to the 2d of June last, being the 1-3 part of 5 per cent.	12	08
By ditto on $.8997 11, the amount of sales of merchandize from 2d June last to the 28th of Februury last, being 1 per cent.	89	97
By ditto on $.697 75, the amount of sales of horses up to 2d June last, being the 1-3 part of 4 per cent.	9	30
By ditto on $.1822 30, the amount of sales of horses from 2d June last to the 28th Februa- y last, being 1 per cent.	18	22
	$.129	57

Dr. The Borough of Pittsburgh in account with Robert Magee, Clerk of the Market. Cr.

	Dolls.	Cts.
To Cash paid to the Treasurer,	55	00
	$.55	00

	Dolls.	Cts.
By cash received from Benjamin Richards for stall rent,	6	00
Cubbage & Co. for ditto	6	00
Peter Reygart, do.	6	00
—— Cubbbage, do.	6	00
Anthony Drevauld, do.	6	00
John Johnston, do.	3	50
John Moore, do.	4	00
John Patterson, for his licence as a huckster,	6	00
Rachel Watson, do.	6	00
—— Cubbage for stall rent,	6	00
	$.55	00

Attest. H. HASLET, *Town Clerk.*

LAW CASE.

The following opinions delivered by the Judges of the Supreme Court of this State, at an adjourned court held 17th January, 1807, are of importance to all concerned in the purchase and sale of real estates. The cause was ably argued at December term last by Messrs. J. Seargant and Lewis for the plantiff, and Messrs. J. B. M'Kean, and Ingersoll for the defendant.

Opinion of Chief Justice Tilghman.

Lewis Bender, vs. *John Fromberger's Ex'rs.*

This case comes before the court upon a point submitted to them by the jury who tried the cause. Fromberger sold to Bender about 3 acres of land in the Northern-Liberties of this city, and in his deeds of conveyance, dated September 1797, convenated "that he was lawfully seized of a good, sure and indefeasible estate of inheritance in fee simple in the said land, and had good right, full power and authority in his own right, to grant and convey the same to Bender in fee simple."

Bender entered upon the premises and improved them considerably by fences, buildings and otherwise; he remained in possession till the latter end of the year 1801, when he was evicted by one Hilton who recovered against him in the circuit court of the United States.

Bender then brought the present action of covenant and the jury found a virdict in his favour for 6232 50-100—But if the court should be of opinion, that he was not entitled to recover the value of the improvements made by him, after he purchased of the defendant, then they find damages only to the amount 2979 14-100—(the purchace money and interest from the time of the eviction.)

The question submitted to us by the jury, has never been decided in this court. It is of importance and has been well argued.

It may be taken for granted, that on a strict warranty, where the remedy for the party who loses the lands, is either by voucher or writ of warrantia chartae, the recovery is only according to the *value of the land at the time the warranty was created.* This is conceded by the Plaintiff's council and very properly, for many authorities were cited directly to the point. But this kind of warranty, which is a convenant *real,* has long ceased and has been succeeded by the covenants *piersonal,* introduced into modern conveyances. The latter have two advantages, the remedy by action of covenant is more easy in its form, and more comprehensive in its effects, for it extends to the personal property of the warantor in the hands of his executors; whereas the ancient recovery in value, was confined to land. I know of no case in England where it has been decided whether the recovery in an action of covenant, could be carried so far as to include damages for improvements made after the purchace; but I must suppose that Sir William Blackstone was of opinion that such damages could not be included, otherwise he ought certainly to have mentioned it, when he was comparing the ancient warranty with the modern covenants, which he says have superseded them—his expressions are these: "If he covenants for his executors and administrators, his personal assets, as well as his real, are pledged for the performance of the covenant, which makes such covenant a better security than any warranty, and it has therefore in modern practice, totally superseded the other." A general warranty, is as comprehensive in its expressions, as any words made use of in modern covenants. It undertakes to defend the land to the warrantee, his heirs and assigns against all persons whatever. It is in its nature a covenant real, and since the recovery on it extended no farther than the value of the land at the time of the warranty made, the inference is very strong, that in these personal covenants which have succeeded to it, the extension shall be no greater.——But the plaintiff's counsel contend, that the reason why the recovery in value on the ancient warranty was confined to the value at the time of its creation is because in *real actions* no damages can be recovered. This reason is unsound—the value at the time of the voucher might have been recovered, without recovering damages; and this is very evident from some of the cases which have been cited; particularly the case of Ballet v. Ballet, where it is decided, that in a warrantia chartae, if there be new buildings, of which the warranty is demanded, which were not at the time of the warranty made, the defendant must take care to show the special matter and *enter into* the warranty only for so much as was at the time of the making the deed, otherwise the plantiff will recover according to the value at the time of *entering into the warranty.* The true reason therefore appears to be, that the intention of the parties was understood to be, that the warranty was to be limited to the value of the land at the time of executing the deed.

The plantiff's council cited a case from 22 Vin. Ab. 145, pl. 5, in order to prove, that in case of the implied warranty which arises on an *exchange* of land, the recovery in value in case of eviction, is according to the *actual loss sustained.* As this seemed to be at variance with the general principles of warranty, I have examined it since the argument of this cause, and found that the case was not properly explained. The words of the abridgement

are as follows: "If a man recovers in value upon a warranty in law on an *exchange*, he shall have in value according to the *value which he has lost*." In support of this the case of Bustard. 4. Cooke 121, is cited. In the first place it is to be remarked, that in the marginal note to pl. 6, in the same page of Viner, it is said that the same case is reported in Cro. Elizabeth, Moore, and Yelverton, in neither of which is such point mentioned—and it is certain from my lord Coke's report that the decision must have been extrajudicial, for Bustard's case turned on a different point—Bustard being evicted of the land received by him in exchange, entered upon that which he had given in exchange by virtue of the *implied condition in law which is annexed to an exchange*; a re-entry, was made on him in consequence of which he brought an action of trespass, and whether he could recover in that action, was the question—so that the court had nothing to do with the value of the land. But according to my lord Coke's account of it, what they did decide concerning the value is not applicable to the point now before the court; the decision is that if A. who has received three acres in exchange, is impleaded for *one acre*, and vouches B. from whom he received them, and then the demandant recovers the one acre, A. shall recover in value from B. but according to the loss, that is but one acre—but not a word is said concerning the *time* to which the value of this acre is to relate. And that is the only question now under consideration.

It has been contended, that the true measure of damages in all actions of covenant is the loss actually sustained. But this rule is laid down too generally. In an action of covenant for non-payment of money on a bond or mortgage, no more than the principal and legal interest of the debt can be recovered, altho' the plantiff may have suffered to a much greater amount by the default of payment. The rule contended for by the plaintiff's council in its utmost latitude, applied to covenants like the present, would in many instances produce excessive mischief.—Indeed the counsel have in some measure given up this rule, by confessing that when buildings of *magnificence* are erected to gratify the *luxury* of the *wealthy*, it would be unreasonable to give damages to the extent of the loss—But the ruinous consequences would not be less to many persons, who have sold land on which no other than *useful* buildings have been erected. The rise in the value of land not only in towns on the sea coast, but in the interior part of the United States, is such, that it can hardly be supposed any prudent man would undertake to answer the incalculable damages which might overwhelm his family, under the construction contended for by the plaintiff. I have taken pains to ascertain the opinion of lawyers in this state, prior to the American revolution—and I think myself warranted in asserting from the information I have received, that the prevailing opinion among the most eminent council, was, that the standard of damages was the value of the land at the time of *making* the contract. The title of land rests as much within the knowledge of the purchaser as the seller; it depends upon writings which both parties have an equal opportunity of examining. If the seller makes use of any kind of fraud, concealment or artifice to mislead the purchaser in examining the title, the cause is different, he will then be answerable for all losses which may ensue.

Cases have been cited from the civil law; I throw them out of view, because this case can be decided only on the principles of common law.

Cases have also been cited from law reports in the states of South Carolina and New-York. Though they are not authority in this court, yet we shall always be happy to receive information of the opinions of the learned judges in our sister states, and always treat them with due respect. Upon the point now in question, it seems there is a difference of opinion. In South Carolina it has been held, that the plaintiff is entitled to recover according to the value at the time of the action. In New-York that he can only recover according to the value at the time of the contract. On these cases I will only remark, that the opinion of the judges in South Carolina having been given during the hurry of a jury trial, do not appear to have been founded on such mature deliberation as those of the New-York judges, who made their decision in the supreme court, sitting in bank.

Upon the whole I am of opinion, that by the true construction of the covenants in the case before us, the plaintiff is not entitled to recover the value of the improvements made by him after he purchased of John Fromberger, and therefore that judgment be entered for 2979 14-100 dollars and costs.

I am authorised to say, that judge Yates whose absence is occasioned by sickness, concurs in this opinion.

Opinion of Judge Smith.

The question now to be decided by this court is of great importance. I understand that it has long been discussed among the most eminent counsel in Pennsylvania, and opinions have been given by some of them, but that it never received a judicial decision; I believe on enquiry that it never came before any court in Pennsylvania until the 24th May, 1804, when it came before the circuit court, holden for the county of Northumberland, by judge Brackenridge and myself, in the case of Wm. Bonham vs. John Walker's adm'r.—We said that "It "is a vexatious question and it is proper that "it should receive a solemn decision in bank; "we therefore propose that the measure of "damages should be left to the jury, on each "of these grounds, which is done accordingly." The jury found "a verdict for the plaintiff for "1092 17-100 dollars damages, on the ground "of the original purchase money; and on the "ground of the value of the land at the time "of the execution (eviction)."—1602 21-100 dollars.

After my return I was induced to make diligent inquiry whether the point had ever been decided, and what had been the opinion of eminent counsel on it, and the result was that expressed by the chief justice. After a very attentive perusal of the cases on the subject; the notes of which taken by me then, and annexed to that case, are now before me, they did not in my opinion, warrant me in drawing a different conclusion; but I saw difficulties whether the question was decided one way or the other, which made me anxious to hear it deliberately argued—ready to alter my opinion, if I should discover that it was not well founded, or if the opposite opinion should be supported by law and more conducive to the general interest, and more agreeable generally to the intention of the parties to such contracts.

I have heard it very well argued—if the very well arranged and able argument of the ingenious young gentleman who began, has not been able to shake the opinion which I had formed, I am induced to believe that it is well founded upon the solid principles of law: I must therefore adhere to it upon the present occasion.—It not being suggested that there was any *fraud* or *concealment* on the part of the vender, nor any *knowledge* when he sold, of any defect in his title. Had *any* of these circumstances occurred, I should be of opinion that he would be liable to the amount of the loss.

Although the vender on a covenant like that in question, be liable to damages only to the value at the time of the deed, yet he may enter into such a special express covenant as will make him liable to the value at the time of the eviction, and so much will the vendee on such event be entitled to. In the present case I agree, that judgment be entered for the plaintiff for 2979 14-100 dollars.

Judge Brackenridge was present and expressed his concurrence.

Capture of Curracoa.

[*From a Jamaica paper of Jan. 24.*]

On Satuaday arrived at Port Royal, his majesty's frigate Anson, of 40 guns from Curracoa, with 300 prisoners and colours, captured at that island, which was taken in the most gallant and extraordinary manner, by a squadron of frigates consisting of the

Arethusa,	38 guns,	Capt.	Brisbane,
Latona,	38		Wood,
Anson,	40		Lydiard,
Fisguard,	38		Bolton.

For skill in planning, singular boldness in executing, this event will rank among the first of heroic actions: it is indeed perfectly in unison with every thing great to the future.

As our squadron did not possess the means of laying regular seige to the place capt. Brisbane came to the determination of sailing into the port, and storming the forts hitherto considered as impregnable, or perishing in the attempt, for retreat was impossible. The time chosen was day dawn, on the morning of the 1st Jan. when all the boats were hoisted out, and the squadron stood in with a strong breeze, the Arethusa leading.—The enemy were panic struck at such unexpected temerity; all was confusion—here soldiers without officers—there officers without soldiers; alarm drums beating in all directions: a British squadron in their very harbour, and within pistol shot of the batteries, before sun rise. Troops collected at Otta Bandy were prevented from crossing the water, our ships interposing; not more than three broadsides were fired from our frigates, when the ships' companies and officers of the Arethusa and Anson, with the marines of the Latona, headed by captains Brisbane and Lydiard, were landed, Fort Amsterdam stormed, and all the outworks had British colours flying before 8 o'clock, Fort Republic on the hill, and Carrancas Fort excepted. The Fisguard had orders to act against Olra Bandy, two batteries distinct from the main land, she took possession of, to one of which the men absolutely swam, the enemy being previously dislodged. The guns of Fort Amsterdam were fired but once; on our people storming the place, they did not act in a body, but retreated in confusion, firing round corners and from houses.—The militia, amounting to 3000, had not time to collect, nor could they cross the water in boats.—The Dutch frigate Kenau Hasslar, was boarded by capt. Brisbane, the Latona warped alongside and took possession, when capt. Brisbane proceeded for the shore. The Surrinam corvette was boarded from the larboard bow of the Anson, while her starboard guns were firing at the batteries. The Flying Fish, a large national schooner, was boarded by the boats of the Arethusa; the officers and crews of those vessels fought most gallantly: Commodore Cornelius Vertz was killed; the captain of the Surinam mortally wounded, and the first lieut. dangerously, besides several others.

The moment the town, Fort Amsterdam, &c. were completely in captain Brisbane's possession, a lieutenant of marines was sent with a flag of truce, requiring Fort Republic to surrender. The officer continued firing, but would not surrender without an order from Lieut. General J. P. Changuion, the governor at this time a prisoner, with all his staff, in Fort Amsterdam. We understand that capt. Brisbane desired the council to be collected, and gave them five minutes to capitulate for the whole Island, but as they intreated for a longer period, it was extended to half an hour; in the mean time, the most active preparations were made for storming this almost inaccessible fort. The ships company of the Fisguard, commanded by capt. Bolton, were in boats ready to proceed by water. The marines of the squadron, with about 300 sailors of the Arethusa and Anson, were preparing to advance by land, the remainder of the sailors on shore, including an officer and sixty men from the Lotona, manned such guns as could bear on the object of attack, every thing was ready on a signal being made, when a capitulation was signed, and the troops in Fort Republic alone, marching out with honours of war, piling their arms and becoming prisoners.—All private property is respected, and the troops to be sent to Europe and exchanged. Captains Brisbane and Lydiard landed nearly together, the former was the first who scalled the walls, the latter the second, closely followed and supported by their respective officers and ships companies.—Capt. Wood remained afloat in the command of the squadron; about 200 of the enemy were killed; our loss is very trifling;—had our ships been half an hour later in the attack, the slaughter must have been dreadful—nothing could be better timed.

List of killed and wounded on board his Majesty's vessels:

Arethusa—2 killed and 5 wounded.
Latona—1 killed and 2 wounded.
Anson—none killed, 7 wounded.
Fisguard—none killed and none wounded.
Total—3 killed, and 14 wounded.

We understand that there were upwards of 60 Spanish, French and Dutch vessels exclusive of 6 or 7 Americans, lying at Curracoa when that Island fell into our possession; some of them are stated to be of great value.

Six commissioners have been appointed to investigate prize concerns at Curracoa. Capt. James Athol Wood, of the Latona frigate, is the president.

The following appointments have been made by commodore Brisbane, of the Arethusa:

Lieut. Parish, 1st of the Arethusa, to command the Kenau Hasslar frigate, of 36 guns.

Lieut. Higman, 2d of the Arethusa, to command the Surinam frigate of 22 guns. Lieut. Sullivan, made master and commander, and to command the Flying-Fish schr. of 16 guns.

Mr. Elliot, late purser of the Arethusa, commissary-general; and Mr. Reid, late purser of the Anson, Store-keeper of the island.

La Superieure brig, of 14 guns, captain Rushworth, sailed on Tuesday morning for England, having on board capt. Lydiard of the Anson frigate, the bearer of dispatches to the lords of the admiralty, announcing the capture of the Island of Curracoa.

The Arethusa frigate, of 38 guns, capt. Brisbane, arrived on Wednesday from Curracoa, with the following vessels, captured at that island, viz.—Dutch frigate Kenau Hasslar, of 36 guns, and 170 men; ditto corvette Surinam, of 22 guns and 90 men; ditto schr. Flying-Fish, of 14 guns and 50 men; and Spanish schr. Maria, of 10 guns and upwards of 50 men. A great number of their men jumped overboard, and got on shore previous, to their being taken possession of. The frigate is a fine vessel, only five years old, and built entirely of oak; she suffered much in the masts during the action.

The Dutch governor and his family, the fiscal and commissary, fifteen ladies, and 25 officers, arrived in the Arethusa.

Capt. Bolton, of the Fisguard, remains as governor of Curracoa. Capt. Peebles, of the royal marines, is commander in chief of the forces, and lieut. Scott, of the same corps, has been nominated to the situation of town-major.

The Reindeer brig, of 18 guns, captain Fyffe and Morne Fortunee brig of 16 guns lieut. Roule, had arrived at Curracoa from a cruize. The armed brig Highland Lass, Macnicoll, also arrived there on the 8th inst. with a French privateer schr. which she had captured after a smart action of an hour and an half. The Highland Lass had none of her men killed or wounded, and received very little injury.

The Latona frigate, of 36 guns, captain Wood, was to leave Curracoa for this island on the 11th inst. with sixty nine merchant vessels that fell into the possession of the captors.

WASHINGTON CITY, *Feb.* 21.

Yesterday the Kentucky delegation in congress received a long letter from gen. Adair, dated on board the schr. Thatcher at Baltimore, with a postcript written at Fort Henry, This letter I have read. It gives a minute and circumstantial account of general Adair's journey to N. Orleans, the object of the journey and the route pursued, the circumstances of his arrest and the treatment he received on the passage round to Baltimore. This letter is written in the plain and simple style, natural to an honest and honorable man, conscious of his rectitude and unwilling to be the silent victim of oppression and tyranny. That such is his situation I pretend not to say; but such is certainly the appearance which the case now exhibits.

General Adair says, that his journey to the southward was on account of a land speculation and on commercial business. He left Nashville in company with a servant and three horses, explored the land near the sources of the Tombigbee river; but not liking its quality, he went down into West Florida; apprehending a transfer of that country to the United States, he thought an advantageous purchase might be made. He left his horses on the Pascagoula river, took a canoe, and with his servant went down the river, through lake Ponchartrain to New-Orleans, where he arrived at 10 o'clock A. M. the 14th January. On that very day, while at dinner in company with several friends, he was taken by a captain at the head of 100 soldiers, hurried on board a canoe, rowed down the river in the night, put on board the the schr. Thatcher, and transported round to Baltimore. He was never examined nor confronted with any accuser. His servant Bob, was taken at the same time. He was examined and threatened by Wilkinson with loss of his ears and with eternal fire and brimstone, unless he would tell where he left gen. Adair's army of 2,000 men. This servant was transported to Baltimore. Gen. Adair was on his passage denied the use of pen, ink and paper. This letter he was enabled to write by the friendship of a passenger, who also promised to procure for him at Baltimore a writ of habeas corpus. Gen. Adair disclaims all connexion with, or knowledge of Burr's conspiracy. He says that he received last September a letter from gen. Wilkinson, dated at Natchitoches, in which W. invited him to collect 2 or 3000 troops and join in conquering Mexico, it being represented as very feaible project. This letter is at Adair's house in Kentucky. Gen. A. replied by post that he was two old for a military expedition and that he should disapprove any attack on Mexico unless it were sanctioned by our government.

General A. states that he has been much afflicted with sciatick pains in consequence of the fatigues of his journey through the Mississippi territory, and that he was much troubled with sea sickness during the whole of his voyage. What has become of his horses he knows not. He had sent down two boats load of produce to New-Orleans consigned to himself, and will very likely be lost. If he is in sufficient health, he promises, as soon as he is liberated, to come to Washington to demand the cause of his arrest and to procure an investigation into the subject.

NEW-ORLEANS, *January* 15.

House of Representatives, January 14, 1807.

The Speaker laid before the House a letter from the hon. James Workman, judge of the county court of Orleans county, covering sundry doccuments, informing the House that he had adjourned the court *sine die*, and explained his reasons therefor. The illegal arrest and transportation of certain persons, by order of Gen. Wilkinson, the overthrow of the civil authority, &c. was also announced—The letter and part of the documents were read, and the whole referred to a committee, composed of Messrs. Donaldson, Villar, Andry, Arnauld and Hughes.

On the 23d instant the two houses of the legislature of this territory re-elected the hon. *Daniel Clark* a delegate to the congress of the United States for two years from the 4th of March next. All the members present, except four, voted for Mr. Clark.

The house also appointed a committee, consisting of Messrs. Gurley, Donaldson and Morgan, to draw up a memorial to Congress on the present situation of our affairs.

January 29.

The following has been handed us by a friend as part of the presentment made by the grand jury, at the late opening of the Superior Court of this Territory.

At a sessions of the Superior Court of the Territory of Orleans, holden at the city hall of the city of New-Orleans, on Saturday the 24th of January, in the year of our Lord, 1807, came the GRAND JURY in and for the said Territory, and made the following

PRESENTMENT:

"In addition to the bills of indictment now preferred by the grand jury for the city of Orleans, they feel themselves imperiously called upon to present as a most dangerous and alarming evil, the late unprecedented exercise of military power in this city. They have seen with no less astonishment than grief, the laws and the civil authority prostrated before a military force.—They have seen the citizens of the United States and of this territory seized upon and imprisoned by that force, and deprived of the benefit of that great bulwark of civil liberty, the writ of habeas corpus. Nay, more, they have seen the general commanding the American army here, come before this honorable court, and openly avow such illegal acts, and declare that he would persevere in them, and to this grand jury the same general has acknowledged the commission of such acts, and sought to justify them by alledging that they were previously advised or approved by the governor and two of the judges of this territory. Whoever his advisers were, we hold such advice, under existing circumstances, as a total dereliction of all regard to the constitution and laws of the United States, and as striking at the very foundation of civil liberty. We enter not into the question, how far it is allowable to do evil, that good may result from it; for we are no casuists. Many specious reasons are urged in justification of those arrests. We leave to those who urge them, to shew their validity, and to this honorable court to form a judgment thereon."

"New-Orleans, Jan. 24, 1807.

"Indorsed, a true presentment.

"EVAN JONES, Foreman."

I hereby certify that the foregoing is a true copy of the original presentment on file in the office of the clerk of the superior court, January 27th, 1807. J. W. SMITH, Clerk.

Names of the Jurors.

Evan Jones, foreman.	
George Pollock,	Ex. Arnaud,
Wm. Davis,	Edmd. Forrestall,
Wm. Mumford,	Wm. Nott,
Jno. Palfrey,	D. Urquhart,
Wm. Kenner,	P. F. Dubourg,
Jh. M'Neil,	N. Girod,
S. B. Davis,	J. Touro,
Walters Clark,	F. Duplessis.

The Pittsburgh Gazette.

TUESDAY, March 10, 1807.

At a Court held at Somerset, before the Hon. John Young, president, and his associates, on Tuesday the 24th ult. came on the trial of Noel Huguel for the murder of David Pollock. After a patient hearing, and every indulgence granted to the prisoner that the nature of the case would admit of, the jury returned a verdict of *guilty*. On Friday morning the prisoner was brought to the bar to receive sentence of death, which was delivered by the President in a very affecting and impressive manner.

A bill, appropriating 150,000 dollars for fortifications, and 150,000 dollars for gun-boats, has passed the House of Representatives of the United States. If this bill passes into a law, the number of our gun-boats will be increased to 103.

Messrs. Bollman and Swartwout were discharged by the Supreme Court of the United States on the 21st ult. Chief Justice Marshall delivered an elaborate opinion of the court.

Whiskey, Peach Brandy, Flour, Oats, Corn, and Hay, will be taken in exchange for SALT. Apply to,

ROBERT SPENCER.

Pittsburgh, March 4, 1807. 3m.

THE SUBSCRIBER

Intends opening an

ENGLISH SCHOOL,

on the first of April next, in the lower story of William Semple's new house in Third Street, between Market and Wood Streets.

MATHEW B. LOWRIE.

Pittsburgh, March 7, 1807.

TO BE SOLD,

At Public Sale, in the Borough of Pittsburgh, on the 25th inst.

A STONE HOUSE, *Stone Stable*, and a large *Shed*, and the long established *Ferry* in the forks of the road on the west side of the Monongahela river, opposite to Pittsburgh; the landing place is the best on the river, to which is attached about four acres of ground, and a young bearing orchard, and a well of good water. The premises are in complete order, and will be sold on reasonable terms. If not sold on the above date, it will then be rented and possession given the first of April.

Also, *Two Lots* in *M'Kee's Port*, No. 73 and 114 in the general plan of said town. An indisputable title will be given for the above premises. Terms will be made known on the day of sale

WILLIAM HERD.

Pittsburgh, March 9, 1807.

N. B. All those indebted to the subscriber are requested to make immediate payment, as no longer indulgence will be given. W. H.

FOR SALE,

A SMALL PIECE OF GROUND, on the south-east side of the Monongahela river, two miles and three quarters from Mrs. Craig's ferry—It extends fifty rods on the Monongahela, being the triangle Lot No. 5, in a parcel laid out by Samuel S. Mahon, an indisputable title will be made for the same, and terms made known by the subscriber living on Grant's Hill.

EDWARD M'KEUEN.

March 9, 1807.

N. B. If not sold before the first of April, it will then be rented.

PROPOSALS,

FOR building a BRIDGE over Chartiers Creek, where the road from Pittsburgh to Canonsburgh, crosses the said Creek, will be received at the Commissioners Office, in Pittsburgh, until the 9th of April next.

WM. M'CLURE,
JAMES SAMPLE,
JOHN DARRAGH. } Commissioners.

Pittsburgh, *March* 7, 1807.

WANTED.

A Man who understands the

Nail Cutting Business,

Will meet with good encouragement by applying to JOHN SIMPSON, near Mount Pleasant, Washington county, or at CUNNINGHAM & DILLS Store, in Washington. 5th March, 1807.

Six Cents Reward.

RANAWAY from the subscriber, living in Beaver county, South Beaver township, on the 22d instant, a bound lad, about 16 years of age. Whoever takes up said boy and delivers him to the subscriber, shall have the above reward, but no charges.

ROBERT EDGAR.

February 26, 1807.

WILL BE SOLD,

AT *Public Vendue*, at the late dwelling house of ROBERT PEEBLES, deceased, in Pitt Townssip, on the 19th day of *March*,—Horses, Cows, Sheep, and Swine, two good breeding *Mares*, a good new waggon, Ploughs and a Harrow; Wheat, Rye, Corn, and Oats, by the bushel; Wheat, Rye, and Barley, by the acre, together with a variety of Household Furniture and Farming Utensils. A reasonable credit will be given. The sale will commence at ten o'clock, forenoon.

ROBERT PEEBLES,
WILLIAM PEEBLES, } *Adms.*

February 24, 1807.

To be Rented,

A LOG HOUSE & LOT,

IN Front Sreet, in the Borough of Pittsburgh. —Also, a Tract of Land in Pitt township, and a Tract of Land in Plumb township, near Powell's tavern. For partculars apply to the subscribers, guardians to the children of *Charles Duke*, deceased.

JOHN TURNER,
JAMES JONES.

Feb. 24, 1807.

CASH.

The highest price in Cash will be given for all kinds of

Oak and Hemlock Bark, Hides,

and *Calf Skins, &c.*

FOR SALE,

A large quantity of Leather.

Apply to, JOHN HANCOCK.

Pittsburgh, March 2, 1807. 2m.

To be Rented,

And possession given the first of April next.

A well finished House situate in Front Street, near the corner of Market Street. For terms apply to WILLIAM EICHBAUM, Sign of the Indian Queen.

Pittsburgh, March 2, 1807.

LOOKING GLASSES.

A QUANTITY OF THE BEST

Imported Looking Glasses,

For Sale (for Cash only) by

WILLIAM EICHBAUM,
Front Street.

Pittsburgh, Jan. 27th, 1807.

N. B. Clock and Picture Glasses of any dimension, by the above. tf.

I WILL sell a TAN YARD in complete order, having a Bark Mill, Currying Shop, and abundance of water at all seasons in the yard, Pools and Vats have been sunk, and all the buildings erected within the last eighteen months, the Dwelling House, is a Frame, two story high, extending 25 feet in front and 32 feet deep, with Cellars under the whole, in the house are four fire places. All the buildings and Vats, are inclosed by a new pale fence—This property is situate in the main street of St. CLAIRS VILLE, the County town of Bellmont County, State of Ohio. Through this town the Great National Road from the City of Washington, to the Seats of Government of the States of Ohio, Kentucky, Tennessee, and the several Territories passes. This property is worthy the attention of any Tanner and Currier, desirous to establish himself in a rich and populus county and in a public situation.—Terms of Sale may be made known by applying to JOHN PATTERSON, Esq. St. Clairs Ville, or to the owner at Washington, Pennsylvania.

JOHN SIMONSON.

FOR SALE—Also several quarter and half sections of Land in the counties of Jefferson and Bellmont, State of Ohio—I will dispose of a number of Tracts of donation lands in the counties of Beaver, Mercer, and Crawford, or give improving leases to those desirous of settling as tenants—Some of these Lands are already settled and improved—Also a Farm in the the county of Washington, which I will sell or lease.

JOHN SIMONSON.

February 12, 1807. tf.

FOR SALE,

ABOUT forty miles from Pittsburgh on the Ohio river, a handsome tract of 400 Acres of Land, a large proportion thereof is first rate, about thirty acres under improvement, there are three excellent Sugar Camps, a Grist mill and Distillery in good repair on the premises. It is well calculated for Ship or Boat Building, abounding with timber of the first quality, the buildings are replete with conveniencies for the immediate reception of a family; likewise on the bank of the river, a good House and valuable Lots, an eligible stand for a store or any other business. The property will be disposed of low for cash. The title is indisputable. For terms apply to *WILLIAM C. LARWILL*, Attorney at Law, at the Post Office, Fawcett's Town, State of Ohio, who has several other Tracts of Land for Sale in this neighbourhood.

August 15, 1806. tf

Sheriff's Sale.

BY virtue of a writ of venditioni exponas, issued out of the court of common pleas of Allegheny county, to me directed, will be exposed to sale, at the Sheriff's office in the Borough of Pittsburgh, on Wednesday the 18th inst. at 10 o'clock, A. M. the following property, to wit:—

Forty-one acres of Land, more or less, on the west bank of Chartiers Creek, near the falls, adjoining lands of Robert Baldwin, William M'Coy and others, with a small spring-house, and about eight acres cleared: Also, about 50 acres of Land, about one mile from the above, lower down the creek, adjoining lands of John M'Elheron or doctor Bedford and others, with two small cabins thereon, and about two acres cleared. Seized and taken in execution as the property of James Frew, at the suit of Abraham Kirkpatrick, and to be sold by

Wm. M'CANDLESS, Shff.

2d March, 1807.

Valuable Property for Sale.

I WISH to sell a *GRIST MILL*, with one hundred and sixty Acres of Land, situate in Belmont county, Ohio, about four miles from St. Clair'sville. This property is in the heart of a rich and populous country; the Mill is on a good stream of water, and the great road from Wheling to Chillicothe and Limestone passes through the neighbourhood. For terms apply to the subscriber in Wheling.

C. HAMMOND.

February 2d, 1807. tf.

THOMAS DUNHAM,

TAYLOR,

BEGS leave to inform the Public, that he has commenced his BUSINESS in all its branches, in Wood Street between Third and Fourth Street, Pittsburgh, in part of the middle house of the late Andrew Jamieson, deceased. He will completely finish his work in the neatest manner, for the following low prices, to wit:—

DRESSES FOR GENTLEMEN.

	Dolls.	*Cts.*
A complete suit for a Man,	4	75
Long Coats,	2	50
Vests,	1	12 1-2
Pantaloons,	1	12 1-2
Breeches,	1	25
Frock Coats,	2	50
Great Coat with Capes & Belts,	2	50
Great Coats with collars,	2	25
Sherravelles, with leather,	2	00
Ditto, without,	1	75
Round-about,	1	50
Coattees,	1	75
LADIES' DRESSES.		
Riding dress, full trim'd,	4	50
Spencers,	1	75
Fashionable great coats,	2	50
Plain rolling collar with buttons,	2	00
FOR BOYS, under 7 years of age.		
Jacket and trowsers,	1	25
Under 12, and over 7 years old.		
Round-jacket and trowsers,	1	75
Coattee, vest and pantaloons,	2	50
Under 16, and over 12 years of age.		
Round-jacket and trowsers,	2	50
Coattee, vest and pantaloons,	2	75
Round-jacket and trowsers, coarse cloth,	2	25
Coattee, vest & pantaloons, do.	3	50

Pittsburgh, March 9, 1807.

N. B. I will cut out for all my employers at a reasonable price.

☞ An Apprentice wanted to the above business.

Will be Sold at Public Sale,

on *WEDNESDAY* the 25th of March, (at the Sign of the BEAR) a number of

Beds, Bedsteads, and Beding,

with a variety of Houshold Furniture. Conditions made known at the time of Sale.

DAVID DAVIS.

Pittsburgh, *March* 9, 1807.

FOR SALE,

A Two Story BRICK HOUSE and LOT, on the corner of Grant, Second, and Third Street. This property is on the street through which the state road passes leading from this town to Greensburgh, and is well situated for any kind of Business. The above will be sold in quarters, or altogether, to suit the purchaser.—The terms of sale will be one third cash, one third in three months, and the remaining third in nine months from the day of sale. A good title will be given to the purchaser.

I will also sell Two Lots in M'Kees Port No. 70 and 132. For further particulars apply to the subscriber living in Wood Street, near Graham's Ferry.

ROBERT J. CLOW.

Pittsburgh, *March* 9, 1807.

NOTICE.

ALL persons indebted to the subscribers are requested to come forward and settle their accompts, on or before the 10th of April next, otherwise their respective balances will be put into the hands of proper officers for collection.

BRACKEN & BRICELAND.

Pittsburgh, March 2d, 1806.

LANDS FOR SALE.

200 Acres in 3d *Donation* district, being Lot No. 472, situate near the Whiteoak spring, on the Franklin road.

Also 325 acres of patented Land, situate on Travis Creek, Beaver County, adjoining lands of William Laughlin, James Hartford, and others, with a small improvement thereon.

These lands will be sold at *E. DENNY's* Auction room in PITTSBURGH, on the 9th of April next, if not sooner disposed of at private sale.

The terms of sale, and particulars of the titles will be made known to any applicant by JAMES ROSS, Esq. PITTSBURGH.

Feb. 28th, 1807.

FOR SALE.

A VALUABLE Tract of Land, containing 153 acres, situate in Pitt township, Allegheny county, adjoining lands of David Irwin, John Diller, and James Milligan. This tract is first rate land and has about 60 acres cleared and under good fence, a good house and barn erected thereon, and a bearing apple and peach orchard. For terms apply to *Dunning M'Nair*, Esq. or to

H. HASLET.

Pittsburgh, November 17, 1806.

THE SUBSCRIBERS

Have just received a fresh supply of

MERCHANDIZE,

Which they are determined to sell low for Cash, or such country produce as will meet their approbation.

They have also,

Barr Iron, and Castings,

by the ton; with a large assortment of

Drugs and Patent Medicine,

AS USUAL.

WRENSHALL & BOGGS.

Pittsburgh, 27th May, 1806. 9m.

Lands for Sale.

TWO Tracts of Land laying on Racoon creek, near White's mill, Washington county, Pennsylvania, one containing 393 acres, the other 295 acres. These lands for situation and fertility, are exceeded by none in that part of the country, having been taken up at an early period. On one of which tracts there is a very natural and desirable mill scite,—on both excellent Sugar camps, and on each a tenement cleared sufficient for the support of a small family. The title indisputable. Any person inclining to purchase will please to call on Mr. SAMUEL MERCHANT, adjoining one of the tracts, who will shew them, and for terms to

THOMAS CROMWELL.

Pittsburgh, Dec. 1, 1806. tf.

N. B. If these lands are not sold previous to the sugar season, the sugar camps on each will be let on reasonable terms. *T. C.*

Joseph Harbeson,

Copper Smith, Market Street, Pittsburgh,

HAS FOR SALE,

A few very heavy STILLS,

For which he will take Whiskey in payment.

Pittsburgh, February 2, 1807.

By yesterday's Mail.

NEW-YORK, *February* 28.

Capt. Davis, of the Manchester packet, arrived in town last evening with the Jan. mail, having left the Packet at Gravesend Bay.

The editors of the New-York Gazette have received London papers to the 11th of January, six days later than those by the Oliver Ellsworth. The complexion of these papers are much more lively than the last—the gloomy state of the French army, and the brilliant prospects of their opponents, gave new life to the enemies of the powerful Napoleon.

It will be seen by the subsequent extracts, that the French head-quarters were at Warsaw, and that nothing had prevented offensive and defensive operations in that quarter, but the extremely distressed situation of the French army.

It also appears that the Russian army were profiting by the distresses of their enemy—their strength and hopes were daily increasing.

These papers contain two very important state papers. One is the proclamation of the king of Prussia, stating the reasons of his refusing to ratify the Armistice. The other is a Note of Talleyrand [prince of Bennevento], presented to the Prussian plenipotentiaries on the signing the armistice.

LONDON, Jan. 6.

Sir Harford Jones has brought the latest accounts to Government from the Russian head-quarters. He had a full opportunity of seeing them with his own eyes, and we have his authority to say, that he never saw an army in a higher state of discipline, or more eager to meet the enemy *a l'arme blanche*. The two columns of the Russians, under Generals Beanningsen and Buxhoven, amount to 150,000 men, which must have joined by the 9th.

JAN. 8.—The mails from *Denmark* bring news to the 30th ult. All accounts agree in this, that the French army are in a most direful state by dysentery and other infectious disorders, produced by the severity of the weather and want of proper food—nearly the whole of the army being disabled.

The *Danes* apprehensive of French attempts to violate their neutrality, and force them into measures inconsistent with their interests, are making preparations to vindicate their rights and have equipped several ships of the line for the protection of their coast and trade.

SLESWICK, *Dec.* 30.

We learn that Napoleon arrived at Warsaw on the 19th instant where Prince Murat was confined to his bed. Skirmishes daily take place between the Russian and French outposts.

Five hospitals have been erected at Warsaw. Koskiusko, who left Paris the 18th, was expected at Warsaw to put himself at the head of the Polish confederation.

TONNINGEN, *Dec.* 30.

All accounts agree that the French army are much reduced by sickness and scarcity.—The Empress Josephine and the Queen of Holland have fled from the contagion.

PRESBURG, *Dec.* 30.

We learn that the Russians, 50,000 strong are posted at Moldavia and Wallacia, as friends and allies of the sublime Porte; that they have advanced as far as Widden, and united with 40,000 Servians, commanded by Czorni George.

Accounts from Berlin of the 16th state that the hospitals there and at Magdeburgh, are full of sick and wounded French, who arrive nightly by waggons full. Contagious fevers, and flux prevail to an alarming degree. The physicians are put in requisition.

The Russian army on the frontiers of Poland amount to 350,000 men, and will be enlarged by January.

LONDON, Jan. 9.

The king of Prussia's head quarters have been transferred from Konigsberg to Wehlau. His army combined with the Russian divison under Gen. Tolstoy, amounts to 100,000 men. The Prussians are commanded by Gen. Kalkreuth.

It is stated in a private letter, that two regiments of French cavalry were cut to pieces by two Prussian regiments, the former having been drawn into an ambuscade near Dantzic. An application has been made to the Emperor of Austria, on the part of France, desiring that he should surrender Gallicia, if this should be rendered necessary by any arrangements in Poland. To this demand the Emperor Francis is said to have replied by a decided negative.

THIS DAY IS PUBLISHED BY
ZADOK CRAMER,
(Volume first of)

A Dictionary of the Holy Bible:

WHEREIN ARE EXPLAINED,

All the proper names mentioned in the Old and New Testament, of men, women, cities, countries, rivers, mountains, &c.

ALSO

An explication of all the appellative terms; and a systematical description of all the natural productions, such as animals, vegetables, minerals, stones, gems, &c.

FORMING

A body of scripture history, chronology, and divinity; a repository of important Jewish antiquities, and a concordance to the scriptures.

ILLUSTRATED

With a collection of the most elegant maps and plates hitherto executed, and which were never before published in the United States.

By the Rev. JOHN BROWN,
Minister of the Gospel, Haddington.

To which are added for the first time, NOTES, Theological, Literary, Historical, and Illustrative.

☞ *The terms of publication are:*—Those who subscribed for the work prior to the first day of September, 1806, price *six dollars* for the two volumes, *payable on delivery of the first*, and one copy given gratis for every *ten* subscribers procured, and the same rate of discount for any number above *five*, the person procuring them becoming responsible for the punctual payment of the money at the time the books are delivered out of the office:—To those who subscribed after the *first* day of *September*, 1806, *seven dollars*, with the same allowances for a number of copies.

It will be noticed by our subscribers and those who may have obtained subscriptions, that we cannot take upon us the responsibility of forwarding their books without special orders, and as frequently as possible we could wish they might be consigned to the care of some agent in town, into whose hands we would deliver them according to order—Subscribers paying all expenses of transportation.

We think it highly probable, from the great demand for this work, that the *Edition* will soon go off; subscribers, therefore, must not calculate on the publisher's reserving their copies for any length of time; and in order that they may not meet with any disappointment, either as to the getting of their books, or the raising the price thereof, he begs they will take the earliest opportunity possible in calling or sending for them:—This he flatters himself they will have a double motive in doing: the obliging, and remunerating him for the vast expence to which he has been put in giving to his numerous and respectable patrons, (to whom he most respectfully returns his cordial thanks for their zeal and industry on this occasion) a work so valuable in itself, and so highly important and useful to all classes of society; *clergy, & laity; learned*, and *unlearned; philosophers*, and *naturalists; historians*, and *geographers; botanists*, and *mineralogists*, &c.—as well as the motive of obtaining for their own and their families' use, volumes of such intrinsic merit, by which they must be insructed and amused, while they become more thoroughly acquainted with the inspired oracles of God, "*By which men live*," says the pious and learned Mr. Brown, "*and in them is the life of our soul.*"

The second volume is going on as rapidly as industry can make it, and unless we meet with disappointments in supplies of paper, it will be completed in five months from this time. The maps and plates are in the engravers' hands and progress with much elegance and correctness.

Our patrons may rest assured that neither pains nor expense have been spared to make the first volume worthy their approbation, and we hope the second will not degenerate in point of execution; at any rate, it will be considerably larger.

☞ *Subscriptions* will be thankfully received at the rate of *seven dollars*, until the whole is completed, when it may be raised to *eight*.

As the subscribers' names are to be inserted in the last volume, we wish them to be forwarded in time—many have been received, but we expect many more remain yet to come in.

*** Printers who were good enough to lend us their aid by inserting our first advertisement, for which we particularly return them our grateful thanks, we hope will continue their kindness by also taking notice of this.

Pittsburgh, Feb. 13th, 1807.

FOR SALE,

AT THE AUCTION STORE.

HYSON, Young Hyson, and Imperial Teas, Muscovado and Loaf Sugars,—Chocolate, Lisbon Wine, 4th proof Jamaica Spirits, Holland Gin, Gunpowder, Shot and Lead James River Tobacco, Ginger, Snuff, &c. Barr Iron, assorted.

The above articles will go off at prime cost, for Cash or endorsed notes at 60 days.

E. DENNY.

Feb. 17, 1806.

TAKE NOTICE.

ALL persons having any demands against the Estate of *William Gray*, deceased, are requested to leave their accounts in the hands of *George Robinson, Esq.* on or before the 20th of April next, ensuing, when and where I will attend for settlement

THOMAS GRAY, Executor.

Pittsburgh, February 23, 1807.

N. B. A Journeyman or Partner POTTER, wanted by the subscriber at Steubenville.

THOMAS GRAY.

CASH

WILL be given at the *Pittsburgh Glass Works* for good clean WOOD ASHES until the first day of June next, at the rate of One Shilling and Three Pence per bushel.

The highest price will also be given for POT ASH.

Pittsburgh *December* 30, 1806. 3m

I wish to Rent all the cleared

Land that is on two plantations on Brush creek, in Westmoreland county, adjoining lands of Col. John Irwin, James Irwin, and others, for any term not exceeding three years. There is on each of these places a Cabin and a double Barn, well covered with clapboards. The Land is of the first quality and under good fence. Any person wishing to rent may known the terms by applying to *Mr. James Irwin*, near the premises, or to the subscriber at the Bullock *Pens*.

WILLIAM ELLIOTT.

February 16, 1807.

N. B. A large quantity of young *Apple Trees*, for Sale. Apply to the subscriber.

TAKE NOTICE.

ALL persons indebted to the subscriber by bond, note, or book account are requested to make immediate payment, as no longer indulgence will be given.

JOSEPH DAVIS.

Pittsburgh, July 7, 1806.

He has on hand a large and general assortment of

Dry Goods, Hardware and Groceries,

which he will sell low for Cash or Country Produce.

N. B. A Two Story Brick HOUSE, well finished, near the Market House, to be Rented.

Hemp wanted; for which a generous price will be given.

To be Rented.

And possession given the first of April next.

A STORE ROOM and CELLAR, in Market Street, now occupied by Mr. Robert M'Knight. The terms of rent may be known by applying to *Mr. William Eichbaum*, at the sign of the Indian Queen, or to

ANDREW WATSON,
Grants Hill.

Pittsburgh, February 16, 1807.

LAND FOR SALE.

THE LANDS on Chartiers creek, the property of General Hand, deceased, will be Sold by his Administrators. Their excellent quality, and their vicinity to Pittsburgh will render them an advantageous purchase. Apply to CHARLES SMITH, Esq. in Lancaster, or the subscriber in Pittsburgh.

ALEXANDER ADDISON.

Pittsburgh, 15th September, 1806. tf.

FOR SALE.

LAKE SALT, by the Barrel,
Ditto FISH, by the ditto.
And a few Barrels of
COUNTRY SUGAR.

T. CROMWELL.

Pittsburgh, Jan. 19, 1807. tf

JOSEPH HARBESON,

At the sign of the STILL, *in Market Street, between Second & Third Sreets, just from Philadelphia, has commenced the* Copper and Tin Manufactures, *in Pittsburgh, and has now for Sale, and shall continue to keep a supply of all sizes of Stills demanded.*

STILLS of every size and description,
Copper Boilers for Brewers,
Hatters' Kettles,
Soap Boilers' ditto,
Tea Kettles,
Brass and copper Wash Kettles, and every other article in the Copper line.
A handsome assortment of Tin Ware.

It being his intention to pursue the business extensively, he hopes for the patronage of the Public, and any orders left shall be punctually fulfilled, and at the most reasonable prices.

Pittsburgh, May 20, 1805.

N. B. Merchantable Whiskey at Market Price, taken in part pay for Stills.

A few Barrels good Whiskey, for Sae

One new *Brewing Copper*, ready made containing near 700 gallons.

☞ TIN by the box, for Sale.

He intends keeping on hand from 50 to 100 Stills, assorted. Any person living at a distance will not meet with a disappointment by sending here for Stills.

Being duly impowered for that purpose, I offer for SALE.

A large Tract of Land,

in Beaver county, on both sides of Racoon creek about three or four miles from the mouth, adjoining to Bryan's mills, and known by the name of Col. Simm's land. A great bargain may be had for good payments, and the title indisy putable. Enquire of CHARLES MORGAN, near the premises, or of the subscriber in Pittsbugh.

PRESLEY NEVILL

For Sale or Rent.

A WELL finished two story Brick HOUSE situate in the Public Square of this Borough, between the corner of Market Street and Joseph M'Clurg's. The situation is deemed excellent for public business of any kind. This property is subject to a ground rent of 40 dollars per ann. payable half yearly. If sold, the payments will be made easy, and the price moderate. For further particulars apply to the subscriber in Market Street, between Water and Front Street.

DANIEL BELTZHOOVER.

Pittsburgh, February 16, 1807.

To be Sold at Private Sale.

BY the executors, the following property of the late Andrew Jamison deceased. Two large brick houses in Wood street, Pittsburgh, between Third and Fourth streets, with one lot adjoining. One house in Market street, now occupied by Mr. M'Nickle, near the corner of Third street, and one lot of ground in the town of Erie at the corner of the diamond.

The terms of sale will be one third cash, one third in six months, and the remaining third, in twelve months, from the day of sale.

The above property for which a good title will be given, will be sold, either in lots or together as may suit the puschaser.

For further particulars apply to the subscribers who will inform applicants of the day of sale.

GEORGE ROBINSON.
DAVID M'ELHENEY.

Pittsburgh, December 24, 1806. tf.

NEW QUEENSWARE
AND
GLASS WAREHOUSE.

THE subscriber has imported by the late arrivals, and is now opening at his Warehouse, No. 220, Market street, BALTIMORE, a choice and extensive assortment of *QUEENSWARE* and *GLASS*, which he is determined to sell at the Philadelphia prices. Having made arrangements with the most respectable factories in England, he will be always supplied with the best ware and newest fancy patterns, and flatters himself, that as carriage is much lower from Baltimore than Philadelphia, it will be an inducement to the western merchants to give him their orders, which will be attended to with the greatest punctuality.

THOMAS STEWART.

Baltimore, No. 220, Market Street,
February 1st. 1807.

Five Dollars Reward.

STRAYED from the subscriber, living on the west branch of Little Beaver, Columbiana county, state of Ohio, about the 15th of last July, a Sorrel *MARE*, upwards of 14 hands high, lightish colored mane and tail, a star in her forehead, branded A. P. on the near shoulder and buttock, any person bringing her home shall have the above reward and reasonable costs, charges, and expence.

ADAM POE.

George-Town, Jan. 9th, 1807.

FOR SALE,

BY the subscriber, a *Stone House*, *Stone Stable*, and a large *Shed*, and the long established *Ferry* in the forks of the road on the west side of the Monongahela river, opposite Pittsburgh; the landing place is the best on the river, to which is attached about four acres of ground, and a young bearing orchard, and a well of good water. The premises are in complete order, and will be sold on reasonable terms. If not sold before the first of April next, it will then be rented and possession given at that time.

Also, *Two Lots* in *M'Kee's Port*, No. 73 and 114 in the general plan of said town. An indisputable title will be given for the above premises.

WILLIAM HERD.

Pittsburgh, February 7, 1807.

FOR SALE,

A Tract of Donation Land,

CONSISTING of 200 acres, No. 209, in the First District. The Land is of a good quality. It will be sold low for cash and an indisputable title given. For terms apply to *JEREMIAH BARKER*, Esq. or *JAMES MOUNTAIN*, Attorney at Law, Pittsburgh.

September 22, 1086. tf.

GENEVA GLASS.

THE *Subscriber informs his friends and the public that he has the* AGENCY *of the* GENEVA GLASS WORKS *for this place, and that he has now on hand a general assortment of Glass, which will be sold at the usual prices.*

THOMAS CROMWELL.

Pittsburgh, December 1, 1806. tf.

Pittsburgh Point Brewery.

THE public are respectfully informed that the Point Brewery is in operation. Porter fit for the Natchez and New-Orleans market can be furnished at any time at seven dollars ninety cents per barrel. Best Strong Beer for exportation or home consumption at six dollars and of a middling quality for families at three dollars fifty cents per barrel, delivered in whole or half barrels any where in the Borough, as usual. Orders from the Town or Country, directed to the subscriber, will be carefully attended to.

For J. O'Hara,
GEORGE SHIRAS.

November 3, 1806.

JOHN CARR,

Cabinet, Chair Maker & Turner,

LATELY FROM PHILADELPHIA,

RESPECTFLLY informs his friends and the Public in general, that he has removed to the three story frame House, next door to the corner of Front in Market Street, in the Borough of Pittsburgh, where he continues to carry on the Cabinet and Chair Making in all its varions branches. Orders of every description will be thankfully received and duly attended to.

J. CARR, takes the liberty of informing them that he intends pursuing his business extensively, and has procured excellent journeymen from Philadelphia, as well as a good supply of stuff. He has now on hand a handsome assortment of Furniture, which he will WARRANT, and is determined to sell at the most reduced prices. He returns his sincere thanks for their past favours and hopes by his experience and attention to his business to merit a continuance of them.

Merchants and others descending the river, can be supplied at the shortest notice, for cash or the usual credit.

N. B. Country produce at market price taken in exchange for furniture.

Pittsburgh, September 5, 1805.

Banton & Miltenberger,

(Lately from Philadelphia.)

Copper Smiths, Tin Plate Workers and Japanners.

HAVE *commenced their Manufactory at the corner of Market and Front streets, Pittsburgh. They flatter themselves that from a number of years experience in the different branches of their business, they will be able to give satisfaction to all those who may please to favour them with their commands.*

They not only warrant their work good, but also elegant of the kind; their Japanned Ware for strength and beauty, is superior to any manufactured in the United States, and as they intend to have always on hand an handsome assortment of COPPER, TIN and JAPANNED WARES, of every description, Merchants and others can have their orders executed on the shortest notice, and at a very reduced price; they therefore hope by their attention, punctuality and good workmanship, to merit the patronage of the public.

N. B. Old Waiters, Bread Trays &c. Japanned.

☞ *Sign Painting on Japanned Tin, neatly executed.*

*** *Banton & Miltenberger, inform the citizens of the Western Country, &c. that they have a large and extensive assortment of STILLS, of every size, manufactured by them—so that persons wishing to purchase may be accomodated on as good terms as at any other place, and may be suited to their mind.*

Pittsburgh, February 10th, 1806.

PLANE MANUFACTORY.

M. ELLIS & Co.

BEG leave to inform the Public that they have commenced the *Plane Making* Business in all its various branches, *Pittsburgh*, in Second Street, near the corner of Liberty Street, where those who please to favour them with their custom may rely upon PLANES of a superior quality, and on reasonable terms.

☞ All orders duly attended to with punctuality and dispatch.

September 16th, 1806. tf.

PHILIP MOWRY,

RESPECTFULLY informs his friends and the public in general, that he has removed to Pittsburgh, and that he carries on all manner of

Blacksmith Work,

in the *Stone Building* at the south corner of the Diamond, where those who please to call may be supplied with the best work on the shortest notice, and upon the best terms; and from his attention to business he hopes to receive encouragement from a generous public.

Pittsburgh, December 15, 1806.

☞ Merchants ascending or descending the rivers may be supplied with the best warranted Axes, Hoes, or any other kind of work, on the shortest notice.

N. B. Two Apprentices wanted to the above business. None need apply but Lads of good character.

FOR SALE,

Land on the Franklin Road,

Within 6 or 7 miles of Pittsburgh.

I will sell nine small surveys, containing from 70 to 150 acres in each tract, within 6 or 7 miles of Pittsburgh, on the Franklin road. For terms apply to Henry Haslet, Esq. who is fully authorised to sell and convey, or to

JOHN WILKINS, Jr.

Pittsburgh, July 12, 1805.